

COMPLAINT INVESTIGATION SUMMARY

COMPLAINT NUMBER: 1655.00
COMPLAINT INVESTIGATOR: Jane Taylor-Holmes
DATE OF COMPLAINT: November 15, 2000
DATE OF REPORT: December 15, 2000
REQUEST FOR RECONSIDERATION: no
DATE OF CLOSURE: January 22, 2001

COMPLAINT ISSUES:

Whether the Mill Creek Community School Corporation and the Old National Trail Special Services violated:

511 IAC 7-21-3(c) with regard to the school's alleged failure to provide an instructional day for a student with a disability that is of the same length as the instructional day for elementary school students without disabilities attending school in the same building.

511 IAC 7-21-7(d) with regard to the school's alleged failure to:

- a. ensure that the parent of a student with a disability is not required to transport the student; and
- b. reimburse the parent for providing transportation for the student.

FINDINGS OF FACT:

1. The student (the "Student") is 11 years old and attends the local elementary school (the "School"). The Student is eligible for special education and related services as a student with a multiple handicap ("MH"). The Student has a wheelchair and requires a bus with a lift (the "Bus") for transportation to and from the School.
2. The Bus travels to several different school corporations served by the special education cooperative; therefore, the Student is picked up by the Bus at approximately 9:15 a.m. The Complainant reported that she has work obligations two days a week that necessitate her leaving home before 9:15 a.m. On those two days, the Complainant must transport the Student to School. The Complainant contends that if the Bus picked up the Student in time to make it to School on time, the Complainant would not need to transport the Student on those two days. The Student is dismissed from School at the same time as her non-disabled peers and rides the Bus home every afternoon.
3. The Student's *IEP* for the 2000-01 school year does not include a justification that the Student's instructional day would be shortened. Nor does the *IEP* indicate that the case conference committee discussed that the Complainant would be transporting the Student to School two days a week. There was also no written agreement between the School and the Complainant submitted to indicate that the Complainant would be reimbursed for providing transportation for the Student.
4. The first day of the 2000-01 school year was August 17, 2000. The Complainant did not send the Student to School until August 28, 2000. The instructional day begins at the School at 8:55 a.m. and ends at 3:25 p.m.

5. The Complainant reported that she spoke with the transportation director on or about September 8, 2000, and again on or about September 26, 2000, regarding the Student's pick-up time and reimbursement for transporting the Student to School two days a week. The Complainant stated that the transportation director was "working on" the pick-up time. The Complainant also reported that the transportation director told her that he had to order the reimbursement forms and would call the Complainant when they came in.
6. In a letter dated November 21, 2000, the local superintendent of schools (the "Superintendent") informed the Complainant that the length of the Student's instructional day was "being worked out." The Superintendent also informed the Complainant that the local school corporation (the "Corporation") was in the process of adjusting some bus routes in order to accommodate the Student's needs, and that two new bus drivers had been hired and were completing bus driver training.
7. The Director reported as of December 5, 2000, the two new bus drivers were attending bus driver training. However, as of December 12, 2000, the Director reported that the Superintendent was unable to provide an exact starting date for the new drivers.

CONCLUSIONS:

1. Findings of Fact #2, #3, #4, #5, #6, and #7 indicate that the Student's instructional day at the School is shorter than her nondisabled peers, but the Student's IEP does not contain any information to document the Student's need for a shortened instructional day. A violation of 511 IAC 7-21-3(c) occurred.
- 2.a. Findings of Fact #2 indicates that the Complainant transports the Student out of necessity due to a conflict between the Complainant's twice weekly work schedule and the lateness of the Bus picking up the Student. A violation of 511 IAC 7-21-7(d) occurred with regard to providing transportation for the Student in order for the Student to attend School.
- 2.b. Finding of Fact #3 indicates that there was no discussion at the Student's last case conference committee meeting regarding the Complainant providing transportation to the Student, nor was there a written agreement regarding reimbursement to the Complainant for providing transportation for the Student. However, Findings of Fact #2, #5, #6, and #7 indicate that the Complainant had no choice but to transport the Student two day a week due to the conflict between the Complainant's work schedule and the untimeliness of the Bus when picking up the Student. A violation of 511 IAC 7-21-7(d) occurred with regard to reimbursing the Complainant for transportation costs.

The Department of Education, Division of Special Education requires the following corrective action based on the Findings of Fact and Conclusions listed above.

CORRECTIVE ACTION:

The Mill Creek Community School Corporation and the Old National Trail Special Services shall:

1. reconvene the Student's case conference committee and discuss the need for compensatory services for the time between August 28, 2000, until the date that the Student begins being picked up in a timely manner by the Bus and arriving at the School with her nondisabled peers. **A copy of the case conference report and individualized education program shall be submitted to the Division no later than January 15, 2001, indicating the discussion for the need for**

compensatory services.

- 2.a. provide the Complainant with the necessary forms to complete in order to be reimbursed for the days that Complainant provided transportation for the Student. **A copy of the invoice indicating payment to the Complainant shall be submitted to the Division no later than January 15, 2000.**
- 2.b. submit the employment agreements between the local school corporation and the two new bus drivers, in addition to a statement from the Superintendent assuring that timely transportation for the Student shall be in place by January 2, 2001. **A copy of the employment agreements and the assurance statement shall be submitted to the Division no later than December 22, 2000.** Further, **a follow-up letter from the Superintendent shall be submitted to the Division no later than January 15, 2000, indicating that the Student has been provided timely transportation since January 2, 2001, and that said transportation has continued.**